

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

**In Re:**

**JUDIE ANNE BROWN IRREVOCABLE TRUST  
AGREEMENT**

**Case No.: 19-12959-BFK  
Chapter 11**

**Debtor**

---

**Summit Community Bank, a West Virginia Banking  
Corporation**

**v.**

**Judie Anne Brown Irrevocable Trust Agreement.**

**SUMMIT COMMUNITY BANK'S RESPONSE IN SUPPORT OF THE TRUSTEE'S  
MOTION TO DISMISS OR CONVERT CASE TO CHAPTER 7**

COMES NOW Summit Community Bank, a West Virginia Banking Corporation (“**Summit**”), by counsel and hereby submits its *Response in Support of the United States Trustee’s Motion to Dismiss or Convert Case to Chapter 7* (the “**Response**”), and in support thereof, states as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 157 (b)(2)(A) and 1334 and 11 U.S.C. 362(d), and that this matter is a core proceeding.
2. On September 5, 2019 (the “**Petition Date**”), the Judie Anne Brown Irrevocable Trust Agreement (the “**Debtor**”), filed a petition for relief pursuant to Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the “**Bankruptcy Case**”).

3. In its petition, the Debtor identified itself as a single asset real estate debtor. *See* Dkt. No. 1, p 2.

4. The Debtor owns 24.355 acres in Stafford County, Virginia, Tax Map #29-66B, which it values at \$5,236,325.00 (the “**Property**”). *See* Dkt No. 1, p. 12. Upon information and belief, the Property has been listed for sale for a period of years, without a sale.

5. Summit is the holder of a secured claim against American Life League, Inc. and All Endowment, Inc. (the “**Company**”) for a loan referred to as Loan #5828 (“**Note 5828**”) in the original principal amount of \$1,700,000.00. *See* Proof of Claim No. 2, filed January 7, 2020.<sup>1</sup>

6. On or about September 18, 2015, the Debtor executed a Credit Line Deed of Trust, in the amount of \$2,100,000.00 to secure the repayment of Note 5828 by pledging the Property in trust. The Deed of Trust was properly recorded on September 18, 2015 in the Clerk’s Office of Stafford County, Virginia at Instrument Number LR150017132. *See* Proof of Claim No. 2, filed January 7, 2020.

7. On or about September 18, 2015, the Debtor executed a Guaranty guaranteeing Note 5828. *See* Proof of Claim No. 2, filed January 7, 2020.

8. The Company stopped making monthly payments after its payment on April 12, 2019. At the time of this filing, the Company had missed 13 consecutive monthly payments.

9. As of May 29, 2020, the current payoff on Note 5828 is \$1,716,705.16 with a per diem interest charge of \$215.71. *See* **Exhibit A** attached hereto.

10. Debtor has not filed a Monthly Operating Report since February 24, 2020. The Monthly Operating Reports filed on behalf of Debtor do not show that there are funds sufficient

---

<sup>1</sup> The Debtor is also indebted to Community Bank of Chesapeake (“**Community Bank**”). *See* Proof of Claim No. 1, dated December 4, 2019.

enough to satisfy the payment obligations owed to Summit by the Company. Additionally, the filed Monthly Operating Reports indicate no employees and no income from operations. *See* Dkt Nos. 16-21.

11. Summit supports each of the arguments, legal citations and prayers for relief set forth in the Trustee's filed Motion to Dismiss.

WHEREFORE, Summit Community Bank hereby supports the United States Trustee in its *Motion to Dismiss or Convert Case to Chapter 7* and requests that this Honorable Court dismiss this Bankruptcy Case, and for such other and further relief as the Court deems just and proper.

Respectfully Submitted,

**SUMMIT COMMUNITY BANK**  
**By Counsel**

/s/ Mark B. Callahan  
Mark B. Callahan, Esq. (VSB #22593)  
Quinton B. Callahan, Esq. (VSB #81357)  
David C. Nahm, Esq. (VSB #75239)  
Clark & Bradshaw, P.C.  
92 N. Liberty Street  
Harrisonburg, VA 22803  
Telephone: (540) 433-2601  
Facsimile: (540) 437-0625  
Email: [callahan@clark-bradshaw.com](mailto:callahan@clark-bradshaw.com)  
Email: [qcallahan@clark-bradshaw.com](mailto:qcallahan@clark-bradshaw.com)  
Counsel for Summit Community Bank

**CERTIFICATE OF SERVICE**

I hereby certify that on this 1<sup>st</sup> day of June, 2020 that service of a true copy of the foregoing was sent via the United States Bankruptcy Court CM/ECF filing system to all parties requesting notice and via First-Class, U.S. Mail to the parties listed below:

Judie Anne Brown Irrevocable Trust Agreement  
11905 Bowman Drive, Suite 510  
Fredericksburg, VA 22408  
*Debtor*

Daniel M. Press, Esq.  
Chung & Press, P.C.  
6718 Whittier Avenue, Suite 200  
McLean, VA 22101  
*Counsel for Debtor*

John P. Fitzgerald, III, Esq.  
Jack Frankel, Esq.  
Office of the U.S. Trustee - Region 4  
1725 Duke Street, Suite 650  
Alexandria, Virginia 22314  
*U.S. Trustee*

/s/ Mark B. Callahan  
Mark B. Callahan, Esq. (VSB #22593)

**Exhibit A**

## Payoff Quote

AMERICAN LIFE LEAGUE, INC.  
ALL ENDOWMENT INC

Business Loan 795828  
20 COM RE



### Payoff Quote

Enter the date on which you expect to post the payoff for this loan.

05/29/2020 <sup>PM</sup> 7

Calculate Payoff

**Payoff Amount:** **\$1,716,705.16**

**Valid For:** **May 29, 2020**

Loan Balance:		<b>\$1,601,125.16</b>
Interest Due:	+	<b>\$105,104.98</b>
Late Fees Due:	+	<b>\$10,475.02</b>
Loan Fees Due:	+	<b>\$0.00</b>
Prepayment Penalty:	+	<b>\$0.00</b>
<input checked="" type="checkbox"/> Total Other Charges:	+	<b>\$0.00</b>
<input checked="" type="checkbox"/> Total Insurance:		<b>\$0.00</b>
<input checked="" type="checkbox"/> Total Payoff Quote Fees:	+	<b>\$0.00</b>
Unapplied Funds:	-	<b>\$0.00</b>
Escrow Balance:	-	<b>\$0.00</b>
Escrow Interest Accrued:	-	<b>\$0.00</b>
Loss Draft Balance:	-	<b>\$0.00</b>
Loss Draft Interest Accrued:	-	<b>\$0.00</b>

### Loan Information

Current Interest Rate:	<b>4.85%</b>
Interest Per Diem:	<b>\$215.707139611</b>
Interest Method:	<b>Simple</b>
Accrual Base:	<b>365 / 360</b>
365 Payoff Accrual Base In Use:	<b>No</b>
Balance Basis:	<b>Actual Balance</b>
Accrual Balance:	<b>\$1,601,125.16</b>
Accrued Through Date:	<b>May 28, 2020</b>
Contract Date:	<b>Sep 18, 2015</b>
Maturity Date:	<b>Apr 18, 2026</b>
Next Rate Change Date:	<b>Sep 18, 2020</b>
Next Due Date:	<b>Feb 18, 2019</b>
Last Payment:	<b>Mar 13, 2020</b>
Past Due:	<b>\$168,740.23</b>